

**Enrolled Minutes of the Ninety-first Regular or Special Meeting  
For the Twenty-Eighth Highland Town Council  
Regular (Rescheduled) Plenary Meeting  
Monday, June 03, 2019**

*Study Session.* The Twenty-Eighth Town Council of the Town of Highland, Lake County, Indiana met in a study session concurrent with the regular rescheduled meeting on Monday, June 03, 2019 6:35 O'clock P.M. in the regular place, the meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

**Silent Roll Call:** Councilors Bernie Zemen, Mark Herak, Dan Vassar, Konnie Kuiper and Steve Wagner were present. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

**General Substance of Matters Discussed.**

1. The Town Council reviewed and discussed the agenda of the imminent regular meeting.
2. The Town Council discussed with the Public Works Director the timetable for the Community Crossings Projects.

Since the study session and the rescheduled plenary meeting were being *conducted concurrently*, the Town Council moved into the regular meeting without delay.

*Regular meeting.* The Twenty Eighth Town Council of the Town of Highland, Lake County, Indiana met in its regular (rescheduled) plenary session on Monday, June 03, 2019 at 6:48 O'clock P.M. in the regular place, the plenary meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

The Town Council President, Steve Wagner presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Councilor Bernie Zemen reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

**Roll Call:** Present on roll call were Councilors Bernie Zemen, Mark Herak, Dan Vassar, Konnie Kuiper and Steve Wagner. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

**Additional Officials Present:** Rhett L. Tauber, Esq., Town Attorney; John M. Bach, Public Works Director; Patrick Vassar, Assistant Police Chief; Alex M. Brown, CPRP, Superintendent of Parks and Recreation; Kathy DeGuilio-Fox, Redevelopment Director; William R. Timmer, Jr., CFOD, Fire Chief; and Kenneth J. Mika, Building were present.

*Also present:* Susan Murovic, Advisory Board of Zoning Appeals; Larry Kondrat of the Board of Waterworks Directors; Liz Breslin, Community Events Commission; Patrick Krull, Highland School Board Trustee and Non-voting Representative to the Highland Redevelopment Commission; and Ed Dabrowski, IT Director (Contract) were also present.

*Guests:* Robin Carlascio of the Idea Factory; and Lake County Councilor Dan Dernulc were also present.

**Minutes of the Previous Meetings:** Councilor Herak moved, seconded by Councilor Vassar to approve the minutes of the regular meeting of 13 May 2019 and the Special

meeting of May 20, 2019. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes were approved.

**Unfinished Business and General Orders:**

1. **Action to ratify.** Action to ratify and approve rescheduled plenary meeting pursuant to Section 2.05.130(E).

Councilor Herak moved to ratify the rescheduled meeting of June 10 to instead be convened concurrently with the Study Session on June 3, 2019. Councilor Zemen seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The rescheduled meeting of June 10 to June 3 was ratified and approved.

2. **Works Board Order No. 2019-15:** An Order Authorizing and Approving an Elective Contribution to Humane Indiana, in support of its OWL You Need is Love Campaign and Authorizing the Display of an OWL as Public Art.

Councilor Zemen moved the passage and adoption of Works Board Order No. 2019-15. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The works board order was passed and adopted.

THE TOWN of HIGHLAND  
WORKS BOARD ORDER NO. 2019-15

**AN ORDER AUTHORIZING and APPROVING an ELECTIVE CONTRIBUTION to Humane Indiana, in support of its OWL You Need is Love Campaign and Authorizing the Display of an OWL as Public Art.**

**Whereas,** The Town Council for the Town of Highland is the Legislative and Fiscal Body of the Municipality as well as the works board pursuant to IC 36-1-2 et seq., and

**Whereas,** HUMANE INDIANA, did cause a public art promotion to support its work, styled as the "OWL you need is Love" and made a presentation to the Town Council regarding the project at its study session convened March 18, 2019 and again at its Special Meeting convened May 20, 2019;

**Whereas,** The Town of Highland, by and through its Town Council desires to support the work of HUMANE INDIANA and promote the project by sponsoring and displaying an OWL as part of this promotion; and

**Whereas,** Under the authority of IC 36-1-3, the Town passed and adopted Section §2.35.030 of the Highland Municipal Code which provides in pertinent part that the Town Council is authorized to budget and appropriate funds from the general fund of the town to pay the expenses incurred in promoting the best interests of the town and that such expenses may include, but not necessarily be limited to those incurred in developing relations with other units of government or any other expenses of civic or governmental nature deemed by the Town Council to be in the interests of the Town; and

**Whereas,** The Town Council has reviewed the matter, and wishes to formally authorize the sponsorship of an OWL through a monetary contribution to Humane Indiana, a 501(c)(3) organization,

**Now Therefore Be it hereby Ordered** by the Town Council of the Town of Highland, Lake County, Indiana;

**Section 1.** That a sponsorship or contribution in the amount of One thousand, nine hundred fifty dollars (\$1,950.00) is hereby authorized and approved to be remitted to Humane Indiana in support of its OWL you need is Love promotion;

**Section 2.** That the Town Council hereby finds and determines that the forgoing activity and item of expense are lawful and proper expenses incurred in promoting the best interests of the Town as set forth in Section §2.23.030 of the Highland Municipal Code which reads as follows:

§ 2.35.030 AUTHORITY OF TOWN COUNCIL TO REIMBURSE TOWN OFFICIALS FOR CERTAIN EXPENSES.

*The Town Council is hereby authorized to budget and appropriate funds from the general fund of the town to pay the expenses of, and to reimburse, town officials for expenses incurred in promoting the best interests of the town. Such expenses may include, but not necessarily be limited to meals, decorations, memorabilia, awards, expenses incurred in interviewing job applicants, expenses incurred in promoting industrial, commercial, and residential development, expenses incurred in developing relations with other units of government, and any other expenses of civic or governmental nature deemed by the Town Council to be in the interests of the town.*

**Section 3.** That the Clerk-Treasurer is hereby authorized and instructed to prepare an accounts payable voucher to be drawn against the appropriate fund and accounts for the benefit of Humane Indiana, depicting the expense as indicated in this order, in the amount herein fixed, to be paid according to law.

**Be it so ordered.**

**DULY, PASSED and ORDERED** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 3<sup>rd</sup> day of June 2019 having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

/s/Steven Wagner, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- 3. Works Board Order No. 2019-16:** An Order Finding and Determining Certain Activities to Be Economic Development Projects or Activities that Promote Visitors and Authorizing Financing from the Innkeeper Tax Fund.

Councilor Herak moved the passage and adoption of Works Board Order No. 2019-16. Councilor Vassar seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The works board order was passed and adopted.

**THE TOWN of HIGHLAND  
WORKS BOARD ORDER NO. 2019-16**

**AN ORDER FINDING AND DETERMINING CERTAIN ACTIVITIES TO BE ECONOMIC DEVELOPMENT  
PROJECTS OR ACTIVITIES THAT PROMOTE VISITORS AND AUTHORIZING FINANCING FROM THE  
INNKEEPER TAX FUND**

**Whereas**, The Town Council for the Town of Highland is the Legislative and Fiscal Body of the Municipality as well as the works board pursuant to IC 36-1-2 et seq., and

**Whereas**, IC 36-7-2-7 provides that a municipality may a unit may promote economic development and tourism; and

**Whereas**, Under the authority of IC 6-9-2 et seq., the Town established an Innkeepers Tax Fund, to serve as the accounting entity of the resources provided under the statute; and

**Whereas**, IC 36-7-22-3, further defines what may constitute an *economic development project*, which may include designing, landscaping, beautifying, constructing, or maintaining public areas or public ways (including designing, constructing, or maintaining lighting for a public area or public way) and **promoting commercial activity or public events**; and

**Whereas**, The Town of Highland receives a distribution of the Lake County Innkeeper Tax, pursuant to IC 6-9-2, the proceeds of which may be used *only for economic development projects*; and

**Whereas**, Members of the Town Council and the Community Events Commission have requested that appropriations be authorized in the Innkeeper Tax Fund to support activities related to the annual Independence Day Parade and Main Square Festival; and

**Whereas**, The Town Council has reviewed the matter, and now desires to make findings and determinations related to these recommendations and to authorize the proper officer to cause a public hearing on proposed appropriations in the Innkeeper Tax Fund to favor the request,

**Now Therefore Be it hereby Ordered** by the Town Council of the Town of Highland, Lake County, Indiana;

**Section 1.** That the Town Council hereby finds and determines that supporting the activities related to the annual Independence Day Parade and Main Square Festival *to be the promotion of a commercial activity and a public event* which is consistent with some of the activities which comprise economic development projects pursuant to IC 36-7-22-3;

**Section 2.** That the Town Council hereby further finds and determines that the activities related to the annual Independence Day Parade and the Main Square Independence Festival to be promotion or fostering of economic development and tourism, consistent with those powers conferred under IC [36-7-2-7](#), which may include encouragement of ..... visitors, ..... or other special events in the municipality and consistent with the purposes of IC 6-9-2-2(d)(4) and HMC Section 3.45.090 (B)(2);

**Section 3.** That the Town Council still further finds and determines that the activities described herein, constitute economic development projects and as such are uses and expenditures consistent with the purposes of the **Innkeeper Tax Fund**;

**Section 4.** That the Town Council favors the request made by members of the Town Council and the Community Events Commission, and concurs and consents to the activities set forth in this Order and the use of Innkeeper Tax Fund resources to carry-out these activities;

**Section 5.** That the Clerk-Treasurer is hereby instructed to take the necessary lawful steps in order to allow the Town Council to properly consider making additional appropriations in the Innkeeper Tax Fund to carry out the purposes and intents of this order.

**Be it so Ordered.**

**DULY, PASSED and ORDERED** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 3<sup>rd</sup> day of June 2019 having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

/s/ Steven Wagner, President (IC 36-5-2-10)

**Attest:**

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

- 4. Special Insurance.** Action to ratify and authorize the purchase of weather and incident insurance for the Independence Day Festival with a premium of \$1,367.50. (HMC § 3.05.040(D) provides that the Town Council *“shall have exclusive authority to approve purchases involving insurance of any type or term except where ordinances otherwise permit.”*)

Councilor Herak moved to ratify and approve the selection of the Showstoppers underwritten Insurance policy with Tom Crowel serving as agent, for weather related risk for the entertainment during the Independence Day Festival at Main Square. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The selection of the insurance policy was ratified and approved.

- 5. Works Board Order No. 2019-17:** An Order of the Works Board Accepting the Bid of Walsh & Kelly, Incorporated for the 2019 Community Crossing Matching Grant Street Improvement Project Being the Lowest Responsive and Responsible Bid in the amount of One Million Seven Hundred Eighty-eight Thousand One Hundred Seventy-six Dollars and 50/100 Cents (\$1,788,176.50).

- (a) *Proofs of Publication.* (Times: May 17 & 24, 2019) The Town Attorney indicated that he reviewed the proofs of publication related to the notices for the bids, and found them in compliance with IC 5-3-1.
- (b) *Action on Order.* Councilor Herak moved the passage and adoption of Works Board Order No. 2019-17. Councilor Kuiper seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The works board order was passed and adopted.

TOWN of HIGHLAND  
Board of Works  
Order of the Works Board No. 2019-17

AN ORDER OF THE WORKS BOARD ACCEPTING THE BID OF WALSH & KELLY, INCORPORATED FOR THE 2019 COMMUNITY CROSSING MATCHING GRANT STREET IMPROVEMENT PROJECT BEING THE LOWEST RESPONSIVE AND RESPONSIBLE BID IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND 50/100 CENTS (\$1,788,176.50)

**Whereas,** The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has determined a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2019 Community Crossings Match Grant Street Improvement Project (Project); and

**Whereas,** the Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Eight Hundred Ninety-nine Thousand Four Hundred Seventy-eight Hundred Dollars and No Cents (\$899,478.00), which represents fifty percent of the estimated construction cost; and

**Whereas,** NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1; and

**Whereas,** the following bids were received at 2:00 p.m. on June 3, 2019:

|    | <u>Bidder</u>                      | <u>Base Bid</u> |
|----|------------------------------------|-----------------|
| 1. | Walsh & Kelly, Inc.                | \$1,788,176.50  |
| 2. | Rieth-Riley Construction Co., Inc. | \$2,384,469.65  |

**Whereas,** NIES Engineering, Incorporated and the Director of Public Works have reviewed the bids and determined that the bid of Walsh & Kelly, Incorporated in the amount of One Million Seven Hundred Eighty-eight Thousand One Hundred Seventy-six Dollars and 50/100 Cents (\$1,788,176.50) to be the lowest responsive and responsible bid.

**Whereas,** There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

**Whereas,** The Town of Highland, through its Town Council acting as the Works Board of the Municipality, now desires to accept the recommendation of the Public Works Director and award a construction contract to Walsh & Kelly, Incorporated for the 2019 Community Crossings Match Grant Street Improvement Project,

**Now, Therefore, Be It hereby Ordered** by the Highland Town Council, acting as the Works Board of the Municipality as follows:

**Section 1.** That the bid of Walsh & Kelly, Incorporated for the 2019 Community Crossings Match Grant Street Improvement Project in the amount of One Million Seven Hundred Eighty-eight Thousand One Hundred Seventy-six Dollars and 50/100 Cents (\$1,788,176.50) is hereby accepted as the lowest responsive and responsible bid;

**Section 2.** That the Public Works Director and Clerk Treasurer are hereby authorized to execute the agreement and all documents necessary to implement the project.

**Be it So Ordered.**

**DULY, PASSED, ADOPTED and ORDERED** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 3<sup>rd</sup> day of June 2019 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
 HIGHLAND, INDIANA

/s/ Steven Wagner, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
 Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**Appendix A**

**2019 Community Crossings Matching Grant Project List**

| Route Name              | From                    | To                     | Estimate Cost         |
|-------------------------|-------------------------|------------------------|-----------------------|
| Highway Avenue          | Ridge Road              | Delaware Street        | \$400,870.00          |
| Jewett Street           | Kennedy Avenue          | 5 <sup>th</sup> Street | \$74,468.00           |
| 4 <sup>th</sup> Street  | Jewett Avenue           | Highway Avenue         | \$8,792.00            |
| 45 <sup>th</sup> Street | 5 <sup>th</sup> Place   | Forrest Drive          | \$62,800.00           |
| LaPorte Street          | Kennedy Avenue          | Grace Street           | \$529,200.00          |
| Cline Avenue            | 45 <sup>th</sup> Avenue | Ridge Road             | \$278,516.00          |
| Highway Avenue          | Liable Road             | Cline Avenue           | \$166,006.00          |
| 81 <sup>st</sup> Street | Indianapolis Blvd       | Sycamore Avenue        | \$50,464.00           |
| Ramblewood Drive        | Indianapolis Blvd       | Prairie Avenue         | \$105,500.00          |
| Spring Street           | 45 <sup>th</sup> Street | Martha Street          | \$122,340.00          |
|                         |                         |                        | <b>\$1,798,956.00</b> |

**6. Resolution No. 2019-22:** A Resolution Approving A Replacement Employment Agreement With Kenneth Balon, Support Services Administrator In The Highland Police Department.

Councilor Herak moved the passage and adoption of Resolution No. 2019-22. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution and agreement was adopted.

**TOWN OF HIGHLAND, INDIANA  
 RESOLUTION NO. 2019-22**

**A RESOLUTION APPROVING A REPLACEMENT EMPLOYMENT AGREEMENT WITH KENNETH BALON, SUPPORT SERVICES ADMINISTRATOR in the HIGHLAND POLICE DEPARTMENT**

**Whereas**, Kenneth Balon has qualifications and experience required for the Highland Police Department's Support Services Administrator as prescribed in a job description recommended by the Metropolitan Police Commission and approved by the Town Council at a regular meeting held June 29, 2006;

**WHEREAS**, IC 36-8-9-4(a), authorizes the Town Board of Metropolitan Police Commissioners to appoint employees of the Town Police Department, but it does not confer authority to contract with employees;

**WHEREAS**, Following the evidenced desire of the Town Board of Metropolitan Police Commissioners to authorize an appointment of Kenneth Balon to the position of Support Services Administrator, but not having the statutory authority to approve a contract, on September 11, 2006, the Town Council approved the employment agreement between the Town of Highland Police Department and Kenneth Balon, to the then new position of Support Services Administrator in the Highland Police Department;

**WHEREAS**, The parties to the agreement have discussed the desirability to update and clarify the terms of employment making it both desirable and exigent to approve of a new agreement;

**WHEREAS**, The Town by its Town Council and its Town Board of Metropolitan Police Commissioners desires to continue to receive the benefit of Kenneth Balon's knowledge, training and experience by recognizing his earlier municipal service and employment and by retaining his employment as the Town Police Department's Support Services Administrator and to fix his form of compensation, benefits and other terms of employment,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA** as follows:

**Section 1.** That an employment agreement between the Town of Highland Police Department and Kenneth Balon, dated 3 June 2019, an exhibit of which is attached and incorporated herein, is hereby approved in each and every respect;

**Section 2.** That the employment agreement approved between the Town of Highland Police Department and Kenneth Balon dated September 11, 2006 and effective October 1, 2006 is repealed and possesses no further force nor effect, except that for the purposes of Section 3.20.01 of the Compensation and Benefits Ordinance, his service under that agreement is acknowledged as having his service bridged;

**Section 3.** That the Town Council President and Clerk-Treasurer are hereby authorized to sign an employment agreement with Kenneth Balon, as adopted and approved by this resolution.

**DULY PASSED AND ADOPTED** by the Town Council of the Town of Highland, Lake County, Indiana, this 3rd Day of June 2019. Having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

/s/ Steven Wagner, President (IC 36-5-2-10)

ATTEST:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of June, 2019 (the "Effective Date"), by and between the **TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**, a municipal corporation (hereinafter referred to as "TOWN"), and **KENNETH BALON** (hereinafter referred to as "BALON"), to witness the following:

WHEREAS, BALON has qualifications and experience required for the Highland Police Department's first Support Services Administrator position as prescribed in a job description recommended by the Metropolitan Police Commission and approved by the Town Council at a regular meeting held June 29, 2006; and,

WHEREAS, BALON has indicated his intention to serve as the Highland Police Department's Support Services Administrator; and,

WHEREAS, The Metropolitan Police Commission desires to receive the benefit of BALON's knowledge, training, experience, and certifications by engaging his employment as Support Services Administrator of the Highland Police Department, and to fix his form of compensation, benefits and other terms of employment as set forth hereinafter,

NOW, THEREFORE, for valuable consideration including the mutual promises of the parties, it is agreed as follows:

1. COMPENSATION

The TOWN employs BALON as Support Systems Administrator of the Highland Police Department of the Town of Highland, Indiana at compensation in accordance with the Compensation and Benefits Ordinance and the most recently adopted Wage and Salary Ordinance in effect as amended.

2. TERM

BALON shall serve at the pleasure of the Police Chief and the Metropolitan Police Commission of the TOWN, subject to the provisions of termination as provided hereinafter, and further to the limitations of applicable state law. This agreement shall remain in full force and effect from the Effective Date for an indefinite term unless amended or terminated as provided hereinafter.

### 3. DUTIES

BALON accepts employment as Support Services Administrator of the Highland Police Department and agrees to be responsible to the Police Chief and the Metropolitan Police Commission of the TOWN. The duties of the Support Services Administrator are set forth and described in a job description which is herein incorporated by reference and made a part hereof.

### 4. NO CONFLICT OF INTEREST

BALON shall not undertake any activity which would be in conflict with this full-time employment or inimical to the best interests of the TOWN.

### 5. HOURS OF WORK

It is recognized that the BALON is a salaried employee and must devote time outside the normal office hours on business for the TOWN, and to that end, BALON shall be allowed to establish an appropriate work schedule to satisfy the responsibilities of his position. BALON will be an "exempt confidential employee" as that term is defined by the Fair Labor Standards Act, exempt from overtime compensation standards. BALON shall submit a time report of a form acceptable to the State Board of Accounts accounting for at least 80 hours per pay period.

### 6. TRANSPORTATION

BALON will use a vehicle provided by the TOWN solely for the business of the TOWN.

### 7. LONGEVITY

BALON waives any and all claims for past longevity pay. For purposes of future longevity pay, the provisions of Section 4.04 of the Compensation and Benefits Ordinance shall apply.

### 8. HEALTH INSURANCE

As a condition of his employment, BALON is not eligible for group health insurance for himself or his dependents pursuant to the provisions of Section 6.03 of the Compensation and Benefits Ordinance.

### 9. SICKNESS/DISABILITY LEAVE

For purposes of sickness/disability leave, the provisions of Section 5.01.02 of the Compensation and Benefits Ordinance will apply.

#### 10. SEVERANCE

For purposes of severance pay, the provisions of Section 4.14.02 of the Compensation and Benefits Ordinance shall only apply. Years of service shall be based upon time in the position which is the subject of this Agreement.

#### 11. OTHER INSURANCE

BALON shall receive workmen's compensation, law enforcement and public official's liability insurance with coverage and to limits equivalent to all other employees of the TOWN who have Police Department managerial responsibilities.

#### 12. RETIREMENT/LIFE INSURANCE

It is mutually understood between the parties that the Employer shall not provide a retirement or life insurance benefit for BALON as a term of his employment. As a condition of his employment, BALON is not eligible for any benefits under Sections 5.12, 5.12.01, and 5.12.02 of the Compensation and Benefits Ordinance.

#### 13. VACATION

BALON shall be entitled to twenty-five (25) vacation days as set forth in Section 5.02 of the Compensation and Benefits Ordinance. Further BALON shall be entitled to Personal Leave Days as set forth in Section 5.03 of the Compensation and Benefits Ordinance.

#### 14. TERMINATION

##### TERMINATION BY THE TOWN

- A. BALON shall serve at the pleasure of the Police Chief and the Metropolitan Police Commission, and the Metropolitan Police Commission may terminate this Agreement and BALON's employment at any time, for any reason or for no reason. During the Term of this Agreement, as set forth above, if the Metropolitan Police Commission terminates this Agreement and BALON's employment at a time when BALON is willing and able to perform the duties of the Support Services Administration, then the provision of Subparagraphs B, shall apply.

- B. All salary payable to BALON under this Agreement shall immediately cease, except that the Town shall pay to BALON all salary and benefits earned but not paid as of the date of termination. In addition, TOWN shall pay to BALON all amounts due and owing for vacation and separation leave. TOWN shall make such payments not later than the next regularly scheduled pay period after the date of termination.

#### TERMINATION BY THE EMPLOYEE

- A. BALON may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Town Council a written notice of termination not later than 60 days prior to the effective date of termination. If BALON terminates this Agreement, then the provisions of subparagraph B, C, and D below shall apply.
- B. On the date of termination all salary payable to the BALON under this Agreement shall cease, except that the TOWN shall pay to BALON all salary and benefits earned but not paid as of the date of termination. In addition, the TOWN shall pay to BALON all amounts due and owing for vacation leave and separation leave. The TOWN shall make such payments not later than the next regularly scheduled pay period payday after the date of termination. The established part time hourly rate for the Support Services Administrator position will apply for hours worked.
- C. The TOWN shall not pay liquidated damages to BALON and he shall not sign a release in favor of the TOWN.
- D. For a period of three (3) months following the effective date of termination, BALON shall make himself available to the Police Department at reasonably convenient times and places for the purpose of consulting with and assisting the TOWN in making the transition to a new Support Services Administrator. Such consultation and assistance shall not materially impair the Support Services Administrator's ability to seek or perform other employment.

#### 15. DEATH DURING EMPLOYMENT

If BALON dies during the term of this Agreement, the TOWN shall pay to the widow of BALON, or if he is not then survived by a wife, to the surviving child or children of BALON, all compensation, and any accrued benefits, which would otherwise be payable to BALON up to the end of the month in which his death occurs; provided, however, that

in the event BALON is not survived by his spouse or child or children, the amount shall be payable to his estate.

#### 16. EVALUATION

A written evaluation of BALON's performance shall be conducted by the Police Chief or designee on an annual basis on forms that generally apply to the Town's management staff.

#### 17. GENERAL PROVISIONS

- A. This instrument contains the entire Agreement of the parties. It shall continue in force until it is changed or modified by an instrument in writing executed with the same formality or until such time BALON is terminated or resigns as provided herein.
- B. This Agreement may not be assigned by either party without the written consent of the other party.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. This Agreement may be amended only with the written consent of both parties. This Agreement supersedes all other previous Agreements between the parties.
- E. Except for those exceptions in this Agreement, BALON is entitled to all benefits of full-time employees of the Town of Highland.
- F. This Agreement shall be governed by the laws of the State of Indiana and shall be binding upon the parties' heirs, personal representatives, successors and assigns.

Approved this 3rd day of June, 2019.

\_\_\_\_\_  
Kenneth Balon

TOWN OF HIGHLAND,  
LAKE COUNTY, INDIANA

By: \_\_\_\_\_  
Steven Wagner,  
President, Town Council

Attest

\_\_\_\_\_  
Michael W. Griffin,  
IAMC/MMC/CPFA/CPFIM/  
CMO, Clerk-Treasurer

7. **Resolution No. 2019-23:** A Resolution Approving A Replacement Employment Agreement With Jerry D. Koedyker, It Systems Administrator/Training Officer In The Highland Police Department.

Councilor Kuiper moved the passage and adoption of Resolution No. 2019-23. Councilor Vassar seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution and the agreement were adopted.

**TOWN OF HIGHLAND, INDIANA  
RESOLUTION NO. 2019-23**

**A RESOLUTION APPROVING A REPLACEMENT EMPLOYMENT AGREEMENT WITH JERRY D. KOEDYKER, IT SYSTEMS ADMINISTRATOR/TRAINING OFFICER in the HIGHLAND POLICE DEPARTMENT**

**Whereas**, Jerry D. Koedyker has qualifications and experience required for the Highland Police Department's IT Systems Administrator/Training Officer as prescribed in a job description recommended by the Metropolitan Police Commission and approved by the Town Council at a regular meeting held June 1, 2015;

**WHEREAS**, IC 36-8-9-4(a), authorizes the Town Board of Metropolitan Police Commissioners to appoint employees of the Town Police Department, but it does not confer authority to contract with employees;

**WHEREAS**, Following the evidenced desire of the Town Board of Metropolitan Police Commissioners to authorize an appointment of Jerry D. Koedyker to the position of IT Systems Administrator/Training Officer, but not having the statutory authority to approve a contract, on June 1, 2015, the Town Council approved the employment agreement between the Town of Highland Police Department and Jerry D. Koedyker, to the then new position of IT Systems Administrator/Training Officer in the Highland Police Department;

**WHEREAS**, The parties to the agreement have discussed the desirability to update and clarify the terms of employment making it both desirable and exigent to approve of a new agreement;

**WHEREAS**, The Town by its Town Council and its Town Board of Metropolitan Police Commissioners desires to continue to receive the benefit of Jerry D. Koedyker's knowledge, training and experience by recognizing his earlier municipal service and employment and by retaining his employment as the Town Police Department's IT Systems Administrator/Training Officer and to fix his form of compensation, benefits and other terms of employment,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA** as follows:

**Section 1.** That an employment agreement between the Town of Highland Police Department and Jerry D. Koedyker, dated 3 June 2019, an exhibit of which is attached and incorporated herein, is hereby approved in each and every respect;

**Section 2.** That the employment agreement approved between the Town of Highland Police Department and Jerry Koedyker dated June 1, 2015 and effective June 7, 2015 is repealed and possesses no further force nor effect;

**Section 3.** That the Town Council President and Clerk-Treasurer are hereby authorized to sign an employment agreement with Kenneth Balon, as adopted and approved by this resolution.

**DULY PASSED AND ADOPTED** by the Town Council of the Town of Highland, Lake County, Indiana, this 3rd Day of June 2019. Having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

/s/ Steven Wagner, President (IC 36-5-2-10)

ATTEST:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of June, 2019 (the "Effective Date"), by and between the **TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**, a municipal corporation (hereinafter referred to as "TOWN"), and **JERRY D. KOEDYKER** (hereinafter referred to as "KOEDYKER"), to witness the following:

WHEREAS, KOEDYKER has qualifications and experience required for the Highland Police Department's Systems Administrator/Training Officer/I.T. position, as prescribed in a job description recommended by the Metropolitan Police Commission and approved by the Town Council at a regular meeting held June 1, 2015; and,

WHEREAS, KOEDYKER has indicated his intention to serve as the Highland Police Department's Systems Administrator/Training Officer/I.T.; and,

WHEREAS, The Metropolitan Police Commission desires to receive the benefit of KOEDYKER's knowledge, training, experience, and certifications by engaging his employment as Systems Administrator/Training Officer/I.T. of the Highland Police Department, and to fix his form of compensation, benefits and other terms of employment as set forth hereinafter,

NOW, THEREFORE, for valuable consideration including the mutual promises of the parties, it is agreed as follows:

### 1. COMPENSATION

The TOWN employs KOEDYKER as Systems Administrator/Training Officer/I.T. of the Highland Police Department of the Town of Highland, Indiana at compensation in accordance with the Compensation and Benefits Ordinance and the most recent adopted Wage and Salary Ordinance in effect as amended.

### 2. TERM

KOEDYKER shall serve at the pleasure of the Police Chief and the Metropolitan Police Commission of the TOWN, subject to the provisions of termination as provided hereinafter, and further to the limitations of applicable state law. This agreement shall remain in full force and effect from the Effective Date for an indefinite term unless amended or terminated as provided hereinafter.

### 3. DUTIES

KOEDYKER accepts employment as Systems Administrator/Training Officer/I.T. of the Highland Police Department, and agrees to be responsible to the Police Chief and the Metropolitan Police Commission of the TOWN. The duties of the Systems Administrator/Training Officer/I.T. are set forth and described in a job description which is herein incorporated by reference and made a part hereof.

The TOWN will furnish KOEDYKER a cellular phone for Town business. The Town will provide KOEDYKER access to a computer with a connection to the Internet for KOEDYKER to perform the job and to maintain communication with the Police Department. It is understood by both parties that KOEDYKER may use the computer equipment for reasonable incidental non-business related activities. It is the responsibility of KOEDYKER to pay for additional expenses that may be incurred as a result of such non-business related use of equipment owned by the Town.

### 4. NO CONFLICT OF INTEREST

KOEDYKER shall not undertake any activity which would be in conflict with this full-time employment or inimical to the best interests of the TOWN.

### 5. HOURS OF WORK

It is recognized that the KOEDYKER is a salaried employee and must devote time outside the normal office hours on business for the TOWN, and to that end, KOEDYKER shall be allowed to establish an appropriate work schedule to satisfy the responsibilities of his position. KOEDYKER will be an "exempt confidential employee" as that term is defined by the Fair Labor Standards Act, exempt from overtime compensation standards. KOEDYKER shall submit a time report of a form acceptable to the State Board of Accounts accounting for at least 80 hours per pay period.

### 6. TRANSPORTATION

KOEDYKER will use a vehicle provided by the TOWN solely for the business of the TOWN.

#### 7. LONGEVITY

Notwithstanding Section 3.20.01, KOEDYKER shall be entitled to longevity pay in accordance with the provisions of Section 4.04 of the Compensation and Benefits Ordinance for a full-time employee with thirty-two (32) years of continuous service.

#### 8. HEALTH INSURANCE

As a condition of his employment, KOEDYKER is not eligible for group health insurance for himself or his dependents pursuant to the provisions of Section 6.03 of the Compensation and Benefits Ordinance.

#### 9. SICKNESS/DISABILITY LEAVE

For purposes of sickness/disability leave, the provisions of Section 5.01.02 of the Compensation and Benefits Ordinance will apply equivalent to a full-time employee with thirty-two (32) years of continuous service.

#### 10. SEVERANCE

For purposes of severance pay, the provisions of Section 4.14.02 of the Compensation and Benefits Ordinance shall only apply. Years of service shall be based upon time in the position which is the subject of this Agreement.

#### 11. OTHER INSURANCE

KOEDYKER shall receive workmen's compensation, law enforcement and public official's liability insurance with coverage and to limits equivalent to all other employees of the TOWN who have Police Department managerial responsibilities.

#### 12. RETIREMENT/LIFE INSURANCE

It is mutually understood between the parties that the Employer will not provide a retirement or life insurance benefit for KOEDYKER as a term of his employment. As a condition of his employment, KOEDYKER is not eligible for any benefits under Sections 5.12, 5.12.01, and 5.12.02 of the Compensation and Benefits Ordinance.

### 13. VACATION

KOEDYKER shall be entitled to twenty-five (25) vacation days as set forth in Section 5.02 of the Compensation and Benefits Ordinance. These will be based upon a full-time worker with thirty-two (32) years service. Further, KOEDYKER shall be entitled to Personal Leave Days as set forth in Section 5.03 of the Compensation and Benefits Ordinance.

### 14. TERMINATION

#### TERMINATION BY THE TOWN

- A. KOEDYKER shall serve at the pleasure of the Police Chief and the Metropolitan Police Commission, and the Metropolitan Police Commission may terminate this Agreement and KOEDYKER's employment at any time, for any reason or for no reason. During the Term of this Agreement, as set forth above, if the Metropolitan Police Commission terminates this Agreement and KOEDYKER's employment at a time when KOEDYKER is willing and able to perform the duties of the Systems Administration/Training Officer/ I T, then the provision of Subparagraphs B, below shall apply.
- B. All salary payable to KOEDYKER under this Agreement shall immediately cease, except that the Town shall pay to KOEDYKER all salary and benefits earned but not paid as of the date of termination. In addition, TOWN shall pay to KOEDYKER all amounts due and owing for vacation and separation leave. TOWN shall make such payments not later than the next regularly scheduled pay period after the date of termination.

#### TERMINATION BY THE EMPLOYEE

- A. KOEDYKER may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Town Council a written notice of termination not later than 60 days prior to the effective date of termination. If KOEDYKER terminates this Agreement, then the provisions of subparagraph B, C, and D below shall apply.
- B. On the date of termination all salary payable to the KOEDYKER under this Agreement shall cease, except that the TOWN shall pay to KOEDYKER all salary and benefits earned but not paid as of the date of termination. In addition, the TOWN shall pay to KOEDYKER

all amounts due and owing for vacation leave and separation leave. The TOWN shall make such payments not later than the next regularly scheduled pay period payday after the date of termination. The established part time hourly rate for the I.T. position will apply for hours worked.

- C. The TOWN shall not pay liquidated damages to KOEDYKER and he shall not sign a release in favor of the TOWN.
- D. For a period of three (3) months following the effective date of termination, KOEDYKER shall make himself available to the Police Department at reasonably convenient times and places for the purpose of consulting with and assisting the TOWN in making the transition to a new Systems Administrator/Training Officer/I.T. Such consultation and assistance shall not materially impair the Systems Administrator/Training Officer/I.T.'s ability to seek or perform other employment.

#### 15. DEATH DURING EMPLOYMENT

If KOEDYKER dies during the term of this Agreement, the TOWN shall pay to the widow of KOEDYKER, or if he is not then survived by a wife, to the surviving child or children of KOEDYKER, all compensation, and any accrued benefits, which would otherwise be payable to KOEDYKER up to the end of the month in which his death occurs; provided, however, that in the event KOEDYKER is not survived by his spouse or child or children, the amount shall be payable to his estate.

#### 16. EVALUATION

A written evaluation of KOEDYKER's performance shall be conducted by the Support Services Commander on an annual basis on forms that generally apply to the Town's management staff.

#### 17. GENERAL PROVISIONS

- A. This instrument contains the entire Agreement of the parties. It shall continue in force until it is changed or modified by an instrument in writing executed with the same formality or until such time KOEDYKER is terminated or resigns as provided herein.
- B. This Agreement may not be assigned by either party without the written consent of the other party.

- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. This Agreement may be amended only with the written consent of both parties. This Agreement supersedes all other previous Agreements between the parties.
- E. Except for those exceptions in this Agreement, KOEDYKER is entitled to all benefits of full-time employees of the Town of Highland.
- F. This Agreement shall be governed by the laws of the State of Indiana and shall be binding upon the parties' heirs, personal representatives, successors and assigns

Approved this 3rd day of June, 2019.

\_\_\_\_\_  
Jerry D. Koedyker

TOWN OF HIGHLAND,  
LAKE COUNTY, INDIANA

By: \_\_\_\_\_  
Steven Wagner,  
President, Town Council

Attest:

\_\_\_\_\_  
Michael W. Griffin,  
IAMC/MMC/CPFA/CPFIM/  
CMO, Clerk-Treasurer

8. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$65,805.56 in the **Cardinal Campus Allocation Fund** and in the amount of \$1,000 in the **Innkeeper Tax Fund**.

Councilor Herak moved to authorize the proper officer to publish legal notice of a public hearing for proposed additional appropriations as indicated. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The legal notice and hearing were authorized.

**Comments or Remarks from the Town Council:**  
*(For the Good of the Order)*

- **Councilor Bernie Zemen:** *Chamber of Commerce Co-Liaison • IT Liaison • Liaison to the Board of Waterworks Directors • Liaison to the Community Events Commission.*

Councilor Zemen acknowledged IT Director (Contract) Consultant who reported on installing new computer for the Building and Inspection Department.

Councilor Zemen commended the car cruise recently conducted by the Redevelopment Department by its Main Street Bureau.

Councilor Zemen also noted the sudden death of Elmo Parlor, who was a member of the Community Events Commission.

**Councilor Dan Vassar:** *Liaison to the Park and Recreation Board.*

Councilor Vassar acknowledged the Parks and Recreation Superintendent who reported that owing to the unusually wet set of months, the department has been challenged to mow the grass in the parks, noting that the park comprise 250 acres for such care; The Parks and Recreation Superintendent also noted that NIPSCO recently ordered the removal/relocation of 27 trees on LaPorte Street in connection with its natural gas lines replacement project.

Councilor Vassar complimented the Community Events Commission for its recent Memorial Day ceremony.

- **Councilor Mark Herak:** *Budget and Finance Chair • Liaison to the Board of Sanitary Commissioners • Town Board of Metropolitan Police Commissioners, Liaison.*

Councilor Herak recognized the Assistant Police Chief who reported on recent car break-ins and in each case he reported that the cars were unlocked.

Councilor Herak acknowledged the Public Works Director who reported on projects that were to be funded by the community crossings grant and reported on the paving projects that were to begin in June.

With leave from the Town Council, Councilor Herak offered comments regarding his disappointment with the manner in which NIPSCO has not completed restoration at sites where gas line breaks were repaired. Councilor Herak also commented unfavorably regarding the manner in which the LaPorte Street project for gas line replacement was conducted by NIPSCO as well.

- **Councilor Konnie Kuiper:** *Fire Department, Liaison • Chamber of Commerce Co-Liaison.*

Councilor Kuiper acknowledged the Fire Chief who reported on a recent extraction and rescue effort involving occupants of a vehicle turned on its side in the shopping mall parking lot.

- **Councilor President Steve Wagner:** *Town Executive • Chair of the Board of Police Pension Trustees • Advisory Board of Zoning Appeals Liaison.*

The Council President acknowledged the Building Commissioner who offered a survey of matters pending before the Advisory Board of Zoning Appeals.

The Town Council President commended the Community Events Commission for its well-executed Memorial Day ceremony.

The Town Council President also lauded the Redevelopment Department for the execution of the Car Cruise.

**Comments from Visitors or Residents:**

1. Hon. Dan Dernulc, 9905 Prairie Avenue, Highland, Lake County Councilor, District 4, reported on the retirement of the long-time financial analyst Dante Rondelli. Councilor Dernulc also simply indicated he was visiting to the Town Council of Highland in his role as County Councilor to remain in touch.
2. Melissa O'Connell, 9225 Liable Road, Highland, noting the proximity of her back yard to the Skate Park at Sheppard, Ms. O'Connell expressed distress regarding what she described as "excessive. Ms. O'Connell further indicated that she had spoken with the Park Director, Trevor Kinley regarding the matter.

With leave of the Town Council, a colloquy ensued between and among the Parks and Recreation Superintendent, Ms. O'Connell and the Public Works Director. It was noted that they would follow-up with Ms. O'Connell.

3. Glenda Adams, 9020 Ohio Place, Highland, complained that she and some in her neighborhood were experiencing flooding, which she alleged was attributable to structures on the Dignity Funeral Home site, 9039 Kleinman Road.
4. Liz Breslin, 8535 Liable Road, Highland, member of the Community Events Council, sought clarification regarding the requirements for signatures on accounts payable vouchers. She further inquired regarding whether there would be changes to the parade rules prohibiting certain electoral signs for candidates for public office.
5. Roger Sheeman, 9735 Wildwood Drive, Highland, referring to the Parks and Recreation Superintendent's report regarding NIPSCO requiring removal/relocation of trees at the LaPorte site, asked whether NIPSCO was paying for the process. It was noted that NIPSCO would be paying.

**Payment of Accounts Payable Vouchers.** There being no further comments from the public, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period May 14, 2019 through June 03, 2019 as well as ratifying the payroll dockets for the paydays of April 26, May 10, and May 24. Councilor Vassar seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified including the payroll dockets, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

**Vendors Accounts Payable Docket:**

**General Fund**, \$193,408.83; **Motor Vehicle Highway and Street (MVH) Fund**, \$27,543.13; **Law Enforcement Continuing Education and Training and Supply Fund**, \$4,205.69; **Hazardous Materials Response Fund**, \$2,250.00; **Flexible Spending Account Agency Fund**, \$816.24; **Information Communications Technology Fund**, \$9,828.40;

**Civil Donation Fund, \$96.41; Special Events Non Reverting Fund, \$11,084.00; Police Pension Fund, \$69,655.68; Municipal Cumulative Capital Development Fund, \$24,912.66; Traffic Violations and Law Enforcement Agency Fund, \$6,000.00; Municipal Cumulative Street Fund, \$3,549.31; Total: \$351,117.54.**

**Payroll Docket for payday of April 26, 2019:**

**Council, Boards and Commissions, \$8,440.06; Office of Clerk-Treasurer, \$15,700.69; Building and Inspection Department, \$8,845.71; Metropolitan Police Department, \$114,839.37; Fire Department, \$29,762.62; Public Works Department (Agency), \$64,164.04; and Police Pension, \$69,548.03. Total Payroll: \$311,300.52.**

**Payroll Docket for payday of May 10, 2019:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$15,840.62; Building and Inspection Department, \$8,449.94; Metropolitan Police Department, \$122,036.12; Fire Department, \$4,139.58; Public Works Department (Agency), \$68,373.27; and Police Pension, \$0.00. Total Payroll: \$218,839.53.**

**Payroll Docket for payday of May 24, 2019:**

**Council, Boards and Commissions, \$8,440.06; Office of Clerk-Treasurer, \$15,492.80; Building and Inspection Department, \$8,964.54; Metropolitan Police Department, \$116,086.24; Fire Department, \$4,046.28; Public Works Department (Agency), \$69,757.38; and Police Pension, \$69,548.03. Total Payroll: \$292,335.33.**

**Adjournment of Plenary Meeting.** Councilor Vassar moved that the plenary meeting be adjourned. Councilor Zemen seconded. Upon a vote *viva voce*, the motion passed. The regular (rescheduled) plenary meeting of the Town Council of Monday, June 03, 2019 was adjourned at 7:31 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer

Approved by the Town Council at its meeting of \_\_\_\_\_, 2019.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer